

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 3 PAGES	
2. AMENDMENT/MODIFICATION NO. A0016		3. EFFECTIVE DATE See Block 16c.		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)		CODE	
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) RAYTHEON AEROSPACE COMPANY 1P0665L 555 INDUSTRIAL DRIVE SOUTH MADISON, MS 39110-9073		8A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. F41689-97-C0509	
				10B. DATED (SEE ITEM 13) 08/05/97	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

No Cost Action

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES.

D. OTHER (Specify type of modification and authority)

E. IMPORTANT:

Contractor ☐ is not, ☒ is required to sign this document and return _____ ONE _____ copies to the issuing office.

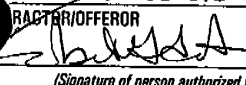
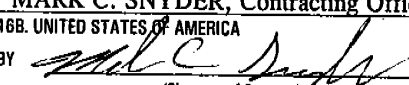
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(Block 14 is continued on page two)

Point of contact: Mr. Mark C. Snyder

Telephone Number: (940) 676-4450, DSN 736-4450.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) ROBERT G. FOSTER Contract Administrator		16A. NAME AND TITLE OF SIGNER (Type or print) MARK C. SNYDER, Contracting Officer	
15B. UNITED STATES OF AMERICA BY 		16B. UNITED STATES OF AMERICA BY 	
15C. DATE SIGNED 11/6/98		16C. DATE SIGNED 6 Nov. 98	

NSN 7540-01-162-9070

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FAR (48 CFR) 53.243

MODIFICATION OF CONTRACT

14a. The purpose of this modification is to formally agree to no cost changes that have been agreed to, but have not been modified into the contract.

(1) Pursuant to 82 CONS/LGCX Memorandum, dated 8 September 1998, and Raytheon Aerospace Company Memorandum Number RA-728-ATC-98-0052, dated 9 September 1998, Performance Work Statement (PWS) paragraph 1.2.2.10. is modified to include the wear of printed company T-shirts from 1 June 1998 to 31 August 1998.

(2) Pursuant to Telephone conversation between Mr. Boster of Raytheon and Mr. Snyder of 82 CONS/LGCX on 22 October 1998; 82 CONS/LGCX Memorandum, dated 8 September 1998, and Raytheon Aerospace Company Memorandum, dated 30 July 1998, PWS paragraphs 1.2.3.5., 1.2.3.2(b, c, d, and e), and 1.2.3.4. are modified to update the current instructions, and policies required in OPSEC and security.

(3) Pursuant to 82 CONS/LGCX Memorandum, dated 26 June 1998, and Raytheon Aerospace Company Memorandum, dated 7 July 1998, Technical Exhibit 5G is updated to reflect the number of Government Furnished Vehicles.

(4) Pursuant to 82 CONS/LGCX Memorandum, dated 1 June 1998; Raytheon Aerospace Company Memorandum Number RA-728-ATC-98-0032, dated 8 June 1998; and 82 MXS/LGMQ Memorandum, dated 23 June 1998; PWS paragraphs 3.2.3., and 5.3.1.3. Also reserve Special Contract Requirements H-602, and add Special Contract Requirement H-905 in accordance with AETC FAR Supplement 5301.304(c)(S-90).

(5) Pursuant to the authority of FAR 43.103(b), PWS paragraphs 5.3.1., 5.3.1.1., 5.15., 5.15.1., 5.16.2.2.1., 5.16.2.3., 5.17.6.2, 5.16.6.3., 5.17.6.4., 5.18., 5.20., and 5.20.1., added spaces in between the paragraphs to correct pagination errors.

(6) Pursuant to 82 CONS/LGCX Memorandum, dated 11 May 1998, and Raytheon Aerospace Company Memorandum number RA-728-ATC-98-0030, dated 1 June 1998, PWS paragraph 5.12.1.8. is added to the contract to elaborate on the requirements for scheduling and using the building 1360 ramp for painting aircraft.

(7) Pursuant to 82 CONS/LGCX Memorandum, dated 8 September 1998, and Raytheon Aerospace Company Memorandum number RA-728-ATC-99-0001, dated 2 October 1998, Technical Exhibit 2 is updated to reflect equitable adjustments resulting from work load increases.

MODIFICATION OF CONTRACT

(8) Pursuant to 82 CONS/LGCX Memorandum, dated 30 September 1998; and Raytheon Aerospace Memorandum, dated 30 October 1998, to modify PWS paragraph 3.1.3.1., and 5.3.4.6. and add Technical Exhibit 10 to the contract to outline the process for ordering routine government provided supply items.

(9) Pursuant to 82 CONS/LGCX Memorandum, dated 20 October 1998, and Raytheon Aerospace Company Memorandum, dated 30 October 1998 to update the referenced AF Manuals and guidance reflected in PWS paragraph 3.1.2.2. and 3.1.2.3.

(10) As a result of the above contract changes the Table of Contents for the PWS is also updated to reflect the page numbers of the various PWS paragraphs.

(11) Pursuant to Raytheon Aerospace Memorandum number RA-728-ATC-98-0047, dated 18 August 1998, and 82 CONS/LGCX Memorandum, dated 31 August 1998, Contract Clause I-166, FAR 52.216-16 is modified to change paragraph (c) to 90 days.

(12) Pursuant to Raytheon Aerospace Memorandum number RA-728-ATC-98-0031, dated 5 June 1998, and 82 CONS/LGCX Memorandum, dated 26 May 1998, PWS paragraph 5.12.1.2. is modified to clarify contractor support of functions.

(13) Pursuant to the authority of FAR 43.103(b), PWS paragraph 5.17.5.5. is modified to reflect the updated office symbol for 82 MXS/LGMQ.

14b. The following contract pages are to be deleted from the contract and insert the replacement pages attached to this modification, into the contract as indicated below:

<u>DELETE PAGE #</u>	<u>INSERT PAGE #</u>
15 through 17A	15 through 17A
C.i through C.vii	C.i through C.vii
19	19
C-1-8 through C-1-17	C-1-8 through C-1-17
C-3-1 through C-3-11	C-3-1 through C-3-11
C-5-5 through C-5-23	C-5-5 through C-5-23
TE-2	TE-2
TE-5G	TE-5G
-	TE-10

14c. No other changes are either expressed or implied.

(e) To assist the Air Force in implementing this policy, the offeror/contractor is encouraged, but not required, to notify the contracting officer if any Class I ODS not specifically listed above, is required in the performance of this contract.

H-315. 5352.223-9000 SAFETY AND ACCIDENT PREVENTION MAY 1995
(IAW AFFARS 5323.9002)

(a) In performing work under this contract on a Government installation, the Contractor shall –

- (1) Confirm to the specific safety requirements established by this contract;
- (2) Comply with the safety rules of the Government installation that concentrated activities not directly addressed in this contract;
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (4) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purpose.

(b) If this contract is performed on an Air Force installation, the Air Force installation, the Air Force Occupational Safety and Health Standards (AFOSH) developed in accordance with AFI 91-301, Air Force Occupational Safety, Fire Prevention, and Health Program in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, the Contractor shall comply with the safety rules of that Government installation, in effect on the date of this contract.

(c) The Contracting Officer may, by written order, direct additional AFOSH and safety and accident standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(d) Any violation of these safety rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

H-601. 5352.214-9000 SMOKING IN AETC FACILITIES JUL 1993
(IAW AETCFARS 5314.201-2(h))

Contractors are advised that the Commander has placed restrictions on the smoking of tobacco products in AETC facilities. Contractor employees and visitors are subject to the same restrictions as are Government personnel. Smoking is permitted only in designated smoking areas.

H-602. RESERVED.

H-603. 5352.214-9006 TELEPHONE COMSEC MONITORING JUL 1993
(IAW AETCFARS 5314.201-2(h))

All communications with DoD organizations are subject to COMSEC review. Contractor personnel will be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DoD has authorized the

Military departments to conduct COMSEC monitoring and recording of telephone calls originating from or terminating at DoD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to or receive a call from a military organization, that are subject to COMSEC procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DoD information.

H-605. 5352.214-9002 SECURITY REQUIREMENTS JUL 1993
(IAW AETCFARS 5314.201-2(h))

The Contractor and the Contractor's employees will comply with all United States Air Force and any applicable installation security regulations. These regulations are on file at the Contracting Office for review.

H-606. 5352.214-9003 EMPLOYEE IDENTIFICATION JUL 1993
(IAW AETCFARS 5314.201-2(h))

The Contractor's employees will be required to obtain and display such identification as prescribed by AETCR 30-1, Issue and Control of AETC Civilian Identification Cards.

H-608. 5352.214-9004 VEHICLE OPERATION AND REGISTRATION JUL 1993
(IAW AETCFARS 5314.201-2(h))

Pass and Registration Section requires that all personnel entering the base by motor vehicle register their vehicle at Pass and Registration.

H-609. 5352.217-9000 OPTION CLAUSE LIMITATION NOTICE JUL 1994
(IAW AETCFARS 5317.208(f))

This contract contains two option provisions: (i) Option to Extend Services, and (ii) Option to Extend the Term of the Contract (See FAR 52.217-8 and FAR 52.217-9) of which either or both may be exercised by the unilateral right of the Government. The clause entitled, "Option to Extend the Term of the Contract" will not be exercised after any exercise of the "Option to Extend Services" clause.

H-610. 5352.236-9002 AVAILABILITY OF UTILITIES SERVICES JUL 1993
(IAW AETCFARS 5336.514)

Notwithstanding the provisions of Contract Clause FAR 52.236-14, Availability and Use of Utility Services, all reasonable required amounts of water, gas, electricity, etc., essential to contract performance, will be made available at no cost to the Contractor from existing systems, outlets, and supplies. All temporary connections, outlets, and distribution lines, as may be required, shall be installed by the Contractor at the Contractor's own expense.

H-901. REIMBURSABLE COSTS.

a. Notwithstanding any other provisions of the contract, the contractor shall be reimbursed for cost incurred resulting from furnishing travel costs for conferences, seminars, classes, etc. in accordance with Section C, paragraphs 1.2.2.6. and 4.6. All travel costs are subject to

limitations of the Joint Travel Regulation (JTR). Whenever these costs are incurred by the contractor, are allowable pursuant to FAR 31 and are approved by the ACO, the contractor will be directly reimbursed for such costs. There will be no allowance for profit nor will any adjustments be made in the Target Cost, Target Price or Ceiling Price.

b. Payment of reimbursable items associated with transfer of equipment shall be itemized and invoiced separately. Costs shall be supported with associated documentation which will be provided to the ACO with the invoice.

c. Upon proper submission of invoices or vouchers and such other evidence or proof of costs as required by the ACO, he shall approve, as otherwise provided in this contract, such costs subject to availability and certification of funds or a Supplemental Agreement shall be executed to provide payment therefor.

H-902.

GOVERNMENT PERFORMANCE OF SERVICES

a. If, for any reason, the contractor fails to perform any service covered by the contract, or should an emergency require performance of services beyond the capability of the contractor, the Government may, if the Contracting Officer determines that the military mission at the base is endangered, perform or supplement performance of such contract services with Government personnel. Such performance shall not constitute a breach of contract by the Government.

b. If the Government performs with Government personnel, as provided in paragraph "a" above, the contractor shall permit the Government to use and operate such equipment as is necessary to perform the function during a period not to exceed ninety (90) days at the location covered by the contract. During this period the contractor-owned equipment used by the Government shall be maintained by the Government. The Government's right to use contractor equipment, pursuant to this paragraph "b", shall cease in the event of termination pursuant to contract clause entitled, "DEFAULT".

c. The Government shall be entitled to an equitable adjustment for the services, if any, which are performed by Government personnel pursuant to this item which the contractor is required to perform pursuant to other provisions of this contract. Such performance and such adjustment shall not constitute a termination within the meaning of the contract clause entitled "Termination for Convenience of the Government" of this contract.

d. Nothing in this contract shall be deemed to waive or limit any rights of the Government under contract clause entitled "DEFAULT".

H-903.

CHANGES REQUIRING NO EQUITABLE ADJUSTMENT

Notwithstanding Section B of this contract, it is understood that during the course of contract performance, the specific equipment listed in Technical Exhibits may change from time to time. It is anticipated that some equipment may be deleted (turned in) and some equipment will be added (one for one). The general scope and level of workload described in the Work Statement is not expected to vary. Accordingly, neither party to this contract shall be entitled to an equitable adjustment in contract price simply by virtue of these changes. However, if the Administrative Contracting Officer determines that a decrease/increase of equipment results in an overall net adjustment exceeding one (1) productive man year as described in the offeror's technical proposal, either party is entitled to an equitable adjustment negotiated under this clause.

H-904. TRAVEL HOURS

The contractor shall be responsible for all overtime costs incurred as a result of government directed travel for other than duty days or after normal work hours.

H-905 UTILITIES CONSERVATION

The Contractor will be required to participate in Government energy conservation programs. For the purpose of this contract, the Government at no cost to the Contractor will furnish utilities such as water, electricity, etc. Long distance commercial telephone service will be provided on a limited case by case basis.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

© The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I-25	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (IAW FAR 3.104-10©)	JAN 1997
I-25c	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (IAW FAR 3.808(b))	JAN 1990
I-39	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (IAW FAR 4.304)	MAY 1995
I-78	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (IAW FAR 9.409(b))	JUL 1995
I-102	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (IAW FAR 11.604(b))	SEP 1990
I-128	52.215-2	AUDIT AND RECORDS -- NEGOTIATION (IAW FAR 15.106-1(b))	OCT 1995
I-134	52.215-23	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS (IAW FAR 15.804-8(b))	OCT 1995
I-136	52.215-25	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS (IAW FAR 15.804-8(d))	OCT 1995
I-139	52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS (IAW FAR 15.804-8(e))	MAR 1996
I-144	52.215-33	ORDER OF PRECEDENCE (IAW FAR 15.406-3(b))	JAN 1986
I-146	52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) (IAW FAR 15.804-8(f))	MAR 1996
I-166	52.216-16	INCENTIVE PRICE REVISION -- FIRM TARGET (IAW FAR 16.405(a))	APR 1984

For the purposes of this clause the blank(s) are completed as follows:

- (a) First blank: **Contract Line Item Numbers 0002, 1002, 2002, 3002, 4002, and 5002**
(a) Second blank: **Dollar Amounts stated in Contract Line Item Numbers 0002, 1002, 2002, 3002, 4002, and 5002**

© 90 calendar days

(d)(2)(ii) 100

(d)(2)(iii) 30

I-194	52.217-8	OPTION TO EXTEND SERVICES (IAW FAR 17.208(f))	AUG 1989
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Contract F41689-97-C0509
Modification A0016

PERFORMANCE WORK STATEMENT
FOR
TRAINER AND EQUIPMENT MAINTENANCE
82d TRAINING WING
SHEPPARD AFB TX
AND
SATTELITE
LOCATIONS

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